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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 MICHAEL SMITH,

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13 *Plaintiff,*

14 vs.

15 CITY OF LOS ANGELES, RICK
16 LANE, #116702, JOSE L. REYES
17 #21778, AL GONZALES #15614, LT.
18 LOUIS TROVATO, WILLIE
19 WILLIAMS, AND DOES 1 - 10,
20 INCLUSIVE,
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22 *Defendants.*
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) **CASE NO. CV 09-8565 ODW (CWx)**
) *Honorable Otis D. Wright - Courtroom 11*
) *Hon. Mag. Judge Carla Woehrle - Courtroom 640*

) **PROTECTIVE ORDER REGARDING**
) **DISCLOSURE OF CONFIDENTIAL**
) **INFORMATION**

) Discovery Cutoff: June 15, 2010
) Final Pretrial Conf.: July 12, 2010
) Trial Date: July 27, 2010

22 Whereas Plaintiff Michael Smith has propounded several requests for production
23 of documents upon Defendants City of Los Angeles and County of Los Angeles
24 (collectively "Defendants") pertaining to official and confidential information, contained
25 in documents maintained by the Los Angeles Police Department, and whereas the parties
26 having met and conferred and Defendants have agreed to produce certain confidential
27 information in this litigation, the parties have stipulated to the following terms and
28 conditions, the Court hereby orders as follows:

1 1. Defendants may designate as confidential any document, writing, or other
2 tangible item, that they, in good faith, believe contains information of a privileged,
3 confidential, private or sensitive nature, by affixing to such document, writing or other
4 tangible item, a legend, label or other marking such as "Confidential," "Confidential
5 Documents," "Confidential Material," "Subject to Protective Order" or words of similar
6 effect. Documents, writings, or other tangible items, so designated, and all information
7 derived therefrom (hereinafter, collectively referred to as "Confidential Information"), shall
8 be treated in accordance with the terms of this stipulation and protective order.

9 2. If Plaintiff's counsel believes that any document, writing or information that
10 has been designated by Defendants as Confidential (or an equivalent designation) does not
11 warrant that designation, Plaintiff's counsel will advise Defendants' counsel. The parties
12 will attempt in good faith to resolve the question of whether the designation is warranted.
13 If the parties are unable to resolve the matter informally, the disagreement will be resolved
14 by the Magistrate Judge (or District Judge, if appropriate). Notwithstanding Plaintiff's
15 counsel's belief that a document, writing or information that has been designated by
16 Defendants as Confidential (or an equivalent designation) does not warrant that designation,
17 Plaintiffs' counsel will continue to treat it as such in accordance with the terms of this
18 Protective Order unless and until the parties agree otherwise or the Court orders otherwise.

19 3. Confidential Information may be used by the persons receiving such
20 information only for the purpose of this litigation.

21 4. Subject to the further conditions imposed by this stipulation, Confidential
22 Information may be disclosed only to the following persons:

23 (a) Counsel for the parties, parties, and to experts, investigators, paralegal
24 assistants, office clerks, secretaries and other such personnel working under their
25 supervision.

26 (b) Such other parties as may be agreed by written stipulation among the
27 parties hereto, or by Court order.

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1 5. Prior to the disclosure of any Confidential Information to any person described
2 in paragraph 4(a) or 4(b), counsel for the party that has received and seeks to use or disclose
3 such Confidential Information shall first provide any such person with a copy of this
4 stipulation, and shall cause him or her to execute, on a second copy which counsel shall
5 thereafter serve on the other party the following acknowledgment:

6 “I understand that I am being given access to Confidential
7 Information pursuant to the foregoing stipulation and order. I
8 have read the Order and agree to be bound by its terms with
9 respect to the handling, use and disclosure of such Confidential
10 Information.

11 Dated: _____/s/_____”

12 6. Upon the final termination of this litigation, including any appeal pertaining
13 thereto, all Confidential Information and all copies thereof shall be returned to the
14 Defendants City of Los Angeles through the City Attorney’s Office. If this case , or any
15 portion thereof, is remanded to the Los Angeles Superior Court all Confidential Information
16 and all copies thereof shall immediately be returned to counsel for the City of Los Angeles
17 and County of Los Angeles, respectively.

18 7. If any party who receives Confidential Information receives a subpoena or other
19 request seeking Confidential Information, he, she or it shall immediately give written notice
20 to the Defendants’ counsel, identifying the Confidential Information sought and the time in
21 which production or other disclosure is required, and shall object to the request or subpoena
22 on the grounds of this stipulation so as to afford the Defendants an opportunity to obtain an
23 order barring production or other disclosure, or to otherwise respond to the subpoena or
24 other request for production or disclosure of Confidential Material. Other than objecting on
25 the grounds of this stipulation, no party shall be obligated to seek an order barring
26 production of Confidential Information, which obligation shall be borne by the Defendants.
27 However, in no event should production or disclosure be made without written approval by
28 the Defendants’ counsel unless required by court order arising from a motion to compel

1 production or disclosure of Confidential Information.

2 8. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other
3 written submissions to the Court in this litigation which contain, reflect, incorporate or refer
4 to Confidential Information shall be filed and maintained under seal. If a document or
5 pleading submitted to the Court, as described in this paragraph, makes only a general
6 reference to any document or information contained therein covered by this protective order,
7 but does not quote or describe its contents in any specific way, and does not include the
8 protected document itself, then the party or parties need not file it under seal.

9 9. The parties agree that the spirit of confidentiality as protected in this order will
10 apply to all proceedings. To that end, before any protected document or any information
11 derived therefrom is to be put forward, admitted into evidence, discussed in detail or
12 otherwise publicized in Court, the party raising the protected document will inform the other
13 parties and allow for a motion to the Court to close the proceedings to the public.

14 10. Nothing herein shall prejudice any party's rights to object to the introduction
15 of any Confidential Information into evidence, on grounds including but not limited to
16 relevance and privilege.

17 11. During the course of depositions, when counsel makes an objection to a
18 question concerning a protected document or information contained therein, which is the
19 subject of this Stipulation and protective order, or concerning a general area that counsel
20 believes should be covered by the scope of this Stipulation and protective order, those
21 witnesses (as identified in Paragraph 4(a) herein) may answer the question, without waiving
22 the objections, and the questions and answers to those questions will be sealed and covered
23 by the terms of this protective order. Counsel and the parties reserve the right to object to
24 the disclosure of confidential or private information which is not the subject of this
25 Stipulation and protective order. Any documents deemed confidential pursuant to this
26 protective order will be sealed, if they are used as exhibits in any deposition. This
27 agreement does not waive any objections counsel may make, including objections unrelated
28 to the reasons for this protective order.

1 12. Each person receiving or reviewing Confidential Information must consent to
2 the jurisdiction of the United States District Court for the Central District of California,
3 including the Magistrate Judge assigned to this case, with respect to any proceeding relating
4 to enforcement of this Order, including, without limitation, any proceeding for contempt
5 and/or monetary sanctions

6 13. This Protective Order survives settlement, trial and/or appeal.

7 14. This Stipulation may be signed in sub-parts and may be transmitted by
8 facsimile as if it was the original document. Defendants will lodge this executed Stipulation
9 with the Court for approval.

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11 ***IT IS SO ORDERED:***

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14 Dated: June 2, 2010



HON. CARLA WOEHRLE
United States District Court